

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B2600031

PRINT DATE: 06/10/21

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

RELIANT FISH COMPANY
7901 OCEANO AVE UNITS 62-68

JESSUP, MD 20794
(410)799-7555

REFER QUESTIONS TO:

MIKE MYERS
(410)767-4600
MIKE.MYERS@MARYLAND.GOV

ITB:

EXPR DATE: 08/31/22
POST DATE: 06/10/21

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

MODIFICATION #1: STATE OF MARYLAND AGENCIES MUST PLACE ORDERS DIRECTLY
WITH MARYLAND CORRECTIONAL ENTERPRISES (MCE)

STATEWIDE CONTRACT
FOR
BLUE-CATFISH (ICTALURUS FURCATUS)

THIS IS THE FINAL RENEWAL OPTION UNDER THE ORIGINAL CONTRACT
001B9400130.

CONTRACT TERM: SEPTEMBER 01, 2021 THROUGH AUGUST 31, 2022 UNDER
THE SAME CONTRACT TERMS, CONDITIONS, PROVISIONS AND PRICE.

THERE ARE NO REMAINING RENEWAL OPTIONS UNDER THE ORIGINAL CONTRACT
001B9400131.

PACKING - THE BLUE-CATFISH FILLETS SHALL BE PACKAGED IN FOUR (4) OUNCE
PORTIONS USING IQF OR CRYOVAC PACKAGING METHODS, NOT EXCEEDING A TOTAL
OF FORTY (40), FOUR (4) OUNCE PORTIONS PER CASE.

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TERMS (cont'd):

VENDOR: RELIANT FISH COMPANY

CONTACT: JAMES WELSH

PHONE#: 410-799-7555

EMAIL: JWELSH@RELIANTFISH.COM

AGENCY CONTACT: MIKE MYERS

CONTACT#: 410-767-4281

EMAIL: MIKE.MYERS@MARYLAND.GOV

THE MUTUAL AGREEMENT BETWEEN DEPARTMENT OF GENERAL SERVICES (DGS) AND THE CONTRACTOR. THE STATE HAS THE UNILATERAL OPTION TO RENEW THIS CONTRACT.

CONTRACTS WILL REMAIN IN EFFECT FOR THE TIME PERIOD AND QUANTITY SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30) DAYS WRITTEN NOTICE.

ANY ITEM LISTED HEREIN NOT DELIVERED IN A TIMELY MANNER OR THAT DOES NOT CONFORM TO THE REQUIREMENTS OF THE CONTRACT, MAY BE PURCHASED ON THE OPEN MARKET BY THE USING AGENCY. THE CONTRACTOR WILL BE CHARGED FOR ANY PRODUCT COST INCURRED BY THE STATE THAT IS IN EXCESS OF THE CONTRACTED PRICE.

PRODUCT ACCEPTABILITY SHALL BE AT THE SOLE DISCRETION OF THE MARYLAND STATE ORDERING AGENCY. THE ORDERING AGENCY SHALL BE THE SOLE JUDGE OF WHAT IS AN "APPROVED EQUAL". ANY ITEM DELIVERED AS A RESULT OF THIS AWARD WHICH DOES NOT MEET THE SPECIFICATIONS OR IS OTHERWISE FOUND TO BE DEFECTIVE, SHALL BE REJECTED AND RETURNED AT THE VENDOR'S EXPENSE FOR REPLACEMENT OR CREDIT.

ORDERS FROM AGENCIES MAY BE PLACED WITH THE VENDOR WHO HAS THE LOWEST WRITTEN QUOTED PRICE, WITH CONSIDERATION GIVEN TO DELIVERY REQUIREMENTS, AT THE TIME OF THE AGENCY PROCUREMENT REQUEST.

ELECTRONIC PROCESSING FEE

1.

CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS, ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACTS UNIT PRICES

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TERMS (cont'd):

2.

THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD., 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO:
DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

3.

FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENT MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICH EVER IS HIGHER.

PRICE ESCALATION:

IF NECESSARY, PRICES MAY BE ADJUSTED NINETY (90) DAYS AFTER CONTRACT AWARD IN ACCORDANCE WITH THIS CLAUSE. REQUESTS FOR PRICE ADJUSTMENTS MUST BE RECEIVED IN WRITING AT LEAST THIRTY (30) DAYS PRIOR TO THE DATE OF THE REQUESTED DATE OF INCREASE. THE REQUEST MUST BE RECEIVED AT LEAST THIRTY (30) DAYS PRIOR TO THE EFFECTIVE DATE AND SHALL BECOME EFFECTIVE ON THE FIRST (1ST) DAY OF THE MONTH, UPON APPROVAL BY THE PROCUREMENT OFFICER. ONCE A PRICE INCREASE HAS BEEN GRANTED, NO FURTHER INCREASE. A REQUEST FOR PRICE INCREASE SHALL REFLECT THE COMMODITY MARKET INCREASE ONLY, AND MAY BE APPROVED BASED UPON VERIFIABLE EVIDENCE THAT THE SUPPLIER COST HAS INCREASED. THIS WILL BE ACCOMPLISHED BY SUBMITTING, TO THE PROCUREMENT OFFICER, A SUPPLIER INVOICE DATED WITHIN THIRTY (30) DAYS OF BID OPENING (USED TO ESTABLISH A BASE MARGIN) AND A DATED CURRENT INVOICE FROM THE SUPPLIER REFLECTING THE INCREASE IN COSTS THAT SUPPORTS THE REQUESTED INCREASE IN CONTRACT PRICE.

THE PRICE INCREASE ON ALL PRODUCTS WILL BE BASED ON THE U.S. DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS (BLS) PRODUCER PRICE INDEX (PPI) SEASONALLY ADJUSTED; AND FOR ALL OTHER PRODUCTS WILL BE BASED ON THE PPI FOR FROZEN SPECIALTY FOODS, NUMBER WPU0285, NOT SEASONALLY ADJUSTED. THIS CAN BE FOUND AT [HTTP://WWW.BLS.GOV/PPI/GETDATA.HTM](http://www.bls.gov/ppi/getdata.htm). THE INCREASE WILL BE BASED ON THE MOST RECENT SIX-MONTH STATISTICS AVAILABLE ON THE BLS WEBSITE AT THE TIME OF THE REQUEST BUT SHALL NOT EXCEED 3% FOR EACH SIX (6) MONTH PERIOD.

THE PURCHASING OFFICE WILL NOTIFY THE CONTRACTOR IN WRITING OF THE

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TERMS (cont'd):

EFFECTIVE DATE OF ANY INCREASE WHICH IT APPROVES. HOWEVER, THE CONTRACTOR SHALL FILL ALL PURCHASE ORDERS RECEIVED PRIOR TO THE EFFECTIVE DATE OF THE PRICE ADJUSTMENT AT THE OLD CONTRACT PRICES.

THE PRICE ADJUSTMENTS FOR THE RENEWALS SHALL BE NEGOTIATED AND MUTUALLY AGREED UPON BY DGS AND THE CONTRACTORS. THE STATE RESERVES THE RIGHT TO DENY A PRICE INCREASE, IN WHICH CASE, THE CONTRACT FOR THAT ITEM WILL BE CANCELLED IF REQUESTED BY THE VENDOR. ALTHOUGH EACH NEGOTIATION WILL BE CARRIED OUT INDEPENDENTLY, THE PERCENTAGE INCREASE OR THE MONETARY INCREASE SHALL BE THE SAME FOR ALL VENDORS. DGS RESERVES THE RIGHT TO RENEW ANY AND/OR ALL CONTRACTOR'S CONTRACTS. ANY CONTRACTS WHICH ARE NOT RENEWED WILL BE COMPETITIVELY RE-BID. ESTIMATED QUANTITIES WILL BE PROVIDED FOR ANY OR ALL RENEWAL OPTIONS. UPON RENEWAL, THE EXISTING CONTRACT TERMS AND CONDITIONS WILL APPLY.

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CATFISH CHANNEL

_____ END OF ITEM LIST _____

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AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE